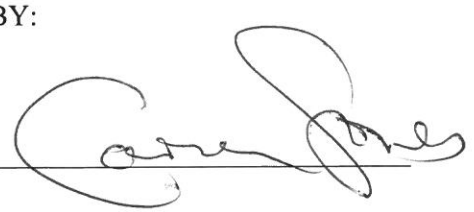
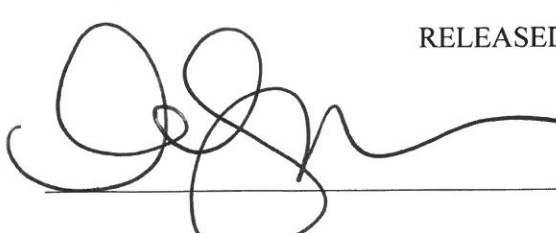


CITY OF BIRMINGHAM-PURCHASING DIVISION
P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484

MELINDA A CUNNINGHAM, SENIOR BUYER
CARMEN JONES, PURCHASING AGENT

MARCH 8, 2022
ITB# 22-58

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	Bid #22-58 (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	DEMOLITION OF CONDEMNED RESIDENTIAL HOUSES AND CLEARING OF DEBRIS
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Melinda A Cunningham, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227
IMPORTANT SOLICITATION DATES	
BID DUE DATE: MARCH 28, 2022 by 5:00 PM (Central Standard Time)	BID OPENING DATE: MARCH 29, 2022 at 10:00 AM (Central Standard Time)
<p>Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled Work, then click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2665 and requesting a copy be mailed to you.</p> <p style="text-align:center">BID OPENING WILL BE HELD AT: Purchasing Division P-100 City Hall 710 North 20th Street Birmingham, AL 35203-2227</p>	
<p><u>TELEPHONE INQUIRIES – NOT ACCEPTED</u> Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions must be e-mailed to Melinda A Cunningham at melinda.cunningham@birminghamal.gov.</p> <p>Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. Any submission modification(s) submitted after the “Bid Opening Due Date” may not be considered.</p> <p>The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.</p> <p>All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.</p> <p>The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.</p>	
<p>RELEASED BY:</p> <div style="display: flex; justify-content: space-around; align-items: center;"></div>	

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MARCH 8, 2022
ITB# 22-58

INVITATION TO BID

Sealed bids marked "**Demolition of Condemned Residential Houses and Clearing of Debris**" will be received by the City of Birmingham Purchasing Agent, P-100 First Floor of City Hall, 710 North 19th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **March 28, 2022**. **Bids submitted after these dates and times will not be considered.** Bids will be publicly opened at 10:00 AM on **March 29, 2022**.

In an effort to decrease the spread of COVID-19, bid opening will be held virtually via WebEx at **10:00 AM on March 29, 2022**. Login information can be found on the City's website at www.birminghamal.gov (go to link titled **Work**, then click **Bidding Opportunities**).

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/bid responses, which are received later than the date and time, indicated above. Late bids/bids will be retained in the bid/bid file, unopened.

TELEGRAPHIC/ELECTRONIC BID RESPONSES

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

TERMS OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal, contingent upon Council approval.

ADDENDA

Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond in the amount of \$5,000.00 payable to the City of Birmingham. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

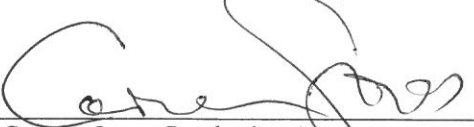
The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

All bids are to be submitted on the bid form provided delivered F.O. B. City of Birmingham, Birmingham, AL 35203.

Bids must be submitted in a sealed envelope marked **ITB# 22-58 "Demolition of Condemned Housing and Clearing of Debris", 5:00 PM, March 28, 2022**. Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

PUBLISHED IN BIRMINGHAM NEWS 03/13/2022


Carmen Jones, Purchasing Agent

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**MARCH 8, 2022
ITB# 22-58**

INVITATION TO BID

GENERAL

The City of Birmingham intends, for the next twelve (12) months, to award **all** demolition of **condemned residential houses**, inclusive of all structural types: wood frame, brick, masonry, etc., that are normally considered common occurrences in the City of Birmingham. Nothing in this document shall prevent or preclude the City from utilizing its own equipment and personnel to perform demolition related services as may be determined to be in the best interest of the City. The awards do not apply to commercial structures, houses burned over 50% or structures having special conditions such as structures on steep terrain or in very close proximity to other structures as determined by the building official. Size of each structure will be defined as the total square footage of all floor levels of the structure from the ground level and above.

CONTACTS

Questions regarding procurement should be addressed in writing to Melinda Cunningham, Senior Buyer – Purchasing Division, either by fax: 205-254-2484 or email: melinda.cunningham@birminghamal.gov between the hours of 8:00AM and 4:00PM, Monday through Friday.

Questions regarding technical aspects should be addressed in writing to Artemus Willis, Chief Condemnation and Demolition Coordinator – Department of Planning, Engineering & Permits either by fax: 205-254-6588 or email: artemus.willis@birminghamal.gov between the hours of 8:00AM and 4:00PM, Monday through Friday.

W-9 FORM

Any successful bidder who is not currently set up as a bidder in the City of Birmingham bidder file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

INCURRING COSTS

The Bidder acknowledges and agrees that any expenses or costs it incurs in responding to this bid are part of its ordinary costs of doing business and therefore at its own risk. The City is not responsible or liable for reimbursing the Bidder for any such expense or cost, regardless of whether or not the bid is accepted.

BUSINESS LICENSE & TAXES

The successful Bidder must submit a current City of Birmingham business license and a certificate from the City of Birmingham showing that no tax delinquency is due at the time of the ITB submission and prior to the formal award of contract. Each Bidder may submit a copy of his/her license and the City of Birmingham no delinquency certificate along with his/her Bid. However, Bidder must provide a copy of his/her current business license and the City of Birmingham no delinquency certificate no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

PERFORMANCE BOND

The successful bidders will be required to furnish a Performance Bond in the amount of \$50,000.00, a Statutory Labor and Material Payment Bond in the amount of \$50,000.00 by a surety company approved and duly authorized to do business in the State of Alabama, and made payable to the City of Birmingham, the value of each is to be good for the life of the contract. The bonds will cover the demolition of houses/structures as they are awarded to the contractor over the life of the contract, but the maximum total value of the bonds will not exceed \$50,000.00 performance, \$50,000.00 Labor and Material. Bonds must be presented to the City within ten (10) days of notice of award and prior to the commencement of any work.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

A certified check, cashier's check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$5,000.00 must accompany the bid. No cash or personal/company checks will be considered acceptable. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

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CARMEN JONES, MAML, PURCHASING AGENT**

**MARCH 8, 2022
ITB: 22-58**

INVITATION TO BID *Continued*

PROPRIETARY DOCUMENTS

Any documents considered proprietary by the Bidder must be clearly marked as proprietary. Documents will be handled in compliance with the rules of the City of Birmingham and the Bid Laws of the State of Alabama.

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

BIDDER REQUIREMENTS

Bidders will be required to submit a firm per sq. ft. bid price to demolish condemned residential structures city wide. Bidder will be eligible for award for demolition of structures city wide. The final award decisions will depend on the bid prices submitted by each bidder and several other factors that will be described in paragraphs 3 and 4 below.

Bids will be considered only from responsive/responsible sole owners, partnerships, corporations or LLC with a proven record of competent service in the demolition of buildings who can demonstrate a current capability to properly, and in a timely manner, perform the demolition of structures provided. The bidder must be able to provide documentation to demonstrate the entity has been in business, whose primary business being demolition work, for a minimum of three (3) years prior to the date this bid is submitted. The four (4) bidders selected must have submitted a responsive and responsible bid that conforms to this Invitation for Bid. While the bid price will be the primary factor of consideration, other important factors will also be considered to determine whether the bidder is a responsible bidder. If a bidder is determined not to be responsible, they will not receive any awards, regardless of how low their bid may be.

In order to determine responsibility, each bidder must submit with his/her bid the following:

- A. A list of all equipment available to accomplish the demolition of houses.
- B. A list (by name) of all permanent workers currently employed.
- C. The approximate amount of working capital that is available if needed to temporarily rent equipment, hire day laborers, fix broken equipment, pay landfill dumping fees, etc.
- D. A certified check, cashier's check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$5,000.00.
- E. Copy of Company's City of Birmingham Business License
- F. Copy of Company's Insurance
- G. Bid Form (Page 16)
- H. Signature Form (Page 17)
- I. Debarment Statement / Data Universal Numbering System (DUNS) Requirement (Page 18)
- J. Notarized Affidavit and Warranty (Page 19)

NOTE: All the above information is to be submitted with the bid or the bid may be deemed nonresponsive and may not receive further consideration.

For the twelve (12) month period following receipt of a Notice of Award, each of the bidders who receive an award will be the only bidders allowed to demolish structures previously identified city wide in which they received an award. NOTE: The City reserves the right to use City crews to demolish structure. After the initial twelve (12) month period, the city will make a determination to either continue with the same bidders on a year to year basis if acceptable with the bidders to continue providing demolition services at the price they bid, or rebid the contracts.

Successful bidders shall, at their own expense, furnish all labor, supplies, equipment and machinery necessary to demolish structures in place city wide for which they receive an award. No accessory building is to be left on the site.

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MARCH 8, 2022
ITB: 22-58

INVITATION TO BID *Continued*

BIDDER REQUIREMENTS Continued

Successful bidders shall not assign their award to any other bidder without prior written approval from the City of Birmingham Purchasing Agent. Awards shall not, under any conditions, be assigned to an unsuccessful bidder who was rejected because they were determined to be a non-responsive and/or non-responsible bidder.

In the demolition of structures the following criteria shall be followed:

- A. Structures must be demolished in place. Successful bidder shall leave parcels of land cleared of all debris, weeds, non-decorative shrubs, and trees on the entire lot of three (3) inches or less in diameter, including abutting alley ways and the area between curb and street. Any abandoned vehicles shall be relocated on the lot as needed to allow for clearing of debris. Abandoned vehicles are not to be removed from the site. The sewer shall be properly plugged and approved by Jefferson County, and/or septic tank and grease traps shall be pumped out by a licensed company that performs these environmental services. A copy of the invoice from the environmental service company along with sewer plug approval documentation shall be provided to the City to document proper disposal of material and plugging of the sewer along with contractor's application for demolition permit.

The specified buildings or structures are to be demolished level with the ground. All concrete or masonry slabs which constitute all or part of the foundation or floor, driveways and walkways of the buildings or structures shall be removed unless otherwise specified. **All concrete or masonry foundation walls shall likewise be demolished to 8" below ground level and the resulting debris removed from the site.** Fences, stone or masonry walls and other similar type structures shall be removed unless otherwise specified in the special conditions applicable to the particular buildings or structures being demolished. All holes, openings, or basements must be filled to grade level with inorganic material excluding concrete or masonry products. These holes, openings or basements shall require inspection prior to being filled.

Undisturbed section of grass lot shall be cut to a maximum three (3) inches in height. Disturbed section of lot by demolition shall be level to grade, compacted / tracked with equipment, grass seeded and covered with hay. Lot shall require inspection prior to being seeded and covered with hay.

- B. All asbestos required to be removed by EPA Regulation will be abated by a **separate** contract by an asbestos abatement certified contractor prior to the demolition. Asbestos abatement is not included in this bid. Any asbestos containing material discovered during demolition is cause for contractor to immediately stop all demolition until abatement is completed by the City of Birmingham asbestos abatement contractor. The contractor must submit a Notification of Intention to Demolish or Renovate Structure(s) or Equipment Having Asbestos-Containing Material form to the Jefferson County Department of Health Air and Radiation Protection Division.
- C. **IF AT ANYTIME AFTER AWARD OF A DEMOLITION CONTRACT, THE ADEM CERTIFIED LANDFILL LISTED ON YOUR ORIGINAL BID FORM AS THE DISPOSAL SITE FOR DEBRIS GENERATED FROM THE DEMOLITION HAS AN INCREASE IN DUMPING FEES, THE CITY WILL ALLOW THE CONTRACTOR TO INCREASE THEIR BID PRICE BY THE EXACT AMOUNT OF THE DUMPING FEE INCREASE PER TON TIMES THE ACTUAL TONNAGE OF DEBRIS DUMPED FROM EACH DEMOLITION SITE AS DOCUMENTED BY THE REQUIRED WEIGH TICKETS. BIDDER MUST PROVIDE TO THE CITY ADEQUATE DOCUMENTATION ON ANY SUCH DUMPING FEE PRICE INCREASE PRIOR TO THE CITY PAYING THE PRICE INCREASE.**

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MARCH 8, 2022
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INVITATION TO BID *Continued*

BIDDER REQUIREMENTS Continued

- D. Disposal of all debris must be done at an ADEM certified landfill. Bidder shall state on bid form the ADEM certified landfill proposed to be used for disposal of any debris originating from sites demolished. **CONTRACTOR MUST SUBMIT WITH HIS/HER INVOICE FOR PAYMENT FOR EACH STRUCTURE DEMOLISHED, ORIGINAL COPIES OF THE WEIGH TICKET(S) FROM THE ADEM CERTIFIED LANDFILL USED FOR DISPOSAL OF THE DEBRIS FROM THE STRUCTURE(S) DEMOLISHED. THIS IS TO DOCUMENT THAT THE DEBRIS WAS DISPOSED OF PROPERLY. THE WEIGH TICKETS MUST DOCUMENT AND REPRESENT THE DISPOSAL OF A TOTAL AMOUNT OF DEBRIS AS MAY BE REASONABLY CALCULATED BY USE OF THE MANUAL OF STEEL CONSTRUCTION FOR CALCULATION FOR STRUCTURES OF THE SIZE AND MATERIAL COMPOSITION OF THE STRUCTURE(S) IN QUESTION. THE WEIGH TICKET DATE (DATE THE TICKET WAS CREATED AND THE MATERIAL WAS DUMPED) MUST CLOSELY APPROXIMATE THE DATE OF THE ACTUAL DEMOLITION OF THE STRUCTURE. CONTRACTOR SHALL WRITE ADDRESS OF HOUSE ON THE WEIGH TICKET(S). THE CITY WILL NOT PAY ANY INVOICE WITHOUT DATED WEIGH TICKETS DOCUMENTING THE DATE OF DISPOSAL WHICH APPROXIMATES THE DATE OF THE DEMOLITION OF THE STRUCTURE(S) AND THE PROPER DISPOSAL OF DEBRIS IN AMOUNTS AS STATED ABOVE.**
- E. **BIDDER MUST STATE OR CERTIFY ON BID FORM WHETHER THEY HAVE ANY JUDGEMENTS, CONSENT ORDERS, PENDING ENFORCEMENT ACTION OR LITIGATION REGARDING ILLEGAL DISPOSAL OF SOLID WASTE IN THE STATE OF ALABAMA.**
- F. In demolition of any structure, the contractor shall be responsible for the prevention, control and elimination of excessive amounts of noise, airborne dust, debris or other nuisances emanating from the demolition site. The Director of Planning, Engineering & Permits or his representative may direct certain remedial procedures in the event proper controls are not exercised.
- G. The successful bidder shall be entitled to the salvage value of the buildings or structures demolished; therefore, any bid shall give credit for such values, if any, and shall be a net bid stating the net amount to be paid by the City. There shall be no on-site salvaging of demolition material to cause a delay in the demolition process, salvage material shall be processed off site.
- H. NOTE: The City cannot protect against fire, vandalism, theft or other hazard which may affect the salvage value and makes no warranty in that regard.
- I. Downed/fallen trees anywhere on the property are to be removed to the property line. Downed trees of 8" diameter or less at the largest area of the trunk will be removed at no additional cost. For downed trees with diameter measurements greater than 8" thru 24", the City will allow payment in the amount of \$500.00 per tree. For trees larger than 24" in diameter, the City will allow payment in the amount of \$750.00 per tree. Contractor is required to remove tree's stump in an approved and acceptable manner if stump is within the property line boundaries.
- J. Demolition of accessory buildings in excess of 180 sq. ft. will be billed at the rate per square foot bid. Smaller structures less than 180 sq. ft. will be removed at no additional cost.
- K. Concrete slabs, other than the structure's foundation or floors, of 180 sq. ft. or more will be removed as instructed by the City and the City will pay the contractor a per sq. ft. price equal to ½ the per sq. ft. bid price for the demolition of these structures. Slabs that are less than 180 sq. ft. will be removed at no additional cost to the City.

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INVITATION TO BID *Continued*

BIDDER REQUIREMENTS *Continued*

- L. Demolition of structures located on an inclined grade will mandate the use of silt screening to control erosion after the surface is graded in accordance with the "Soil Erosion and Sediment Ordinance of the City of Birmingham" as on file in Department of Planning, Engineering and Permits. Graded area is required to be seeded and covered with hay.
- M. If a contractor plugs the sewer and the house is removed from the contractors List to Demolished Structures for any reason, the City will allow payment in the amount of \$500.00 per sewer plug.
- N. Each house awarded for demolition will include the building description, legal description, street address, size of the house and any accessory building(s) in square feet, any trees and concrete slabs to be removed along with the associated price for each and the total cost for the complete demolition as defined by this bid document. No additional cost will be considered or allowed for each given site.

Sample Demolition Price Calculation:

House Size:	2700 Sq. Ft.
Bid Price:	\$2.20/Sq. Ft.
18" Diameter Tree:	\$500.00
Concrete Slab Size:	200 Sq. Ft.
Unit Price/Sq. Ft For	
Concrete Slab:	½ (\$2.20) = \$1.10/Sq. Ft.

Price Calculation:

2700 Sq. Ft. X \$2.20/Sq. Ft.	= \$5,940.00
Tree:	= \$500.00
200 Sq. Ft. X \$1.10/ Sq. Ft.	= \$220.00
TOTAL PRICE	= \$6,660.00

SPECIAL NOTE:

For partially burned houses, prices will be adjusted in accordance with the degree the structure is burned. For example: a house has burned and 25% of the structure was consumed by the fire and only 75% of the structure remains. Using the example given above, the price to be paid to the bidder will be calculated as follows:

2700 Sq. Ft. House 25% Burned	
2700 X .75 = 2025 Sq. Ft. Remaining	
2025 Sq. Ft. X \$2.20/Sq. Ft.	= \$4,455.00
18" Diameter Tree	= \$500.00
200 Sq. Ft. Concrete X \$1.10/Sq. Ft.	= \$220.00
TOTAL PRICE	= \$5,175.00

A representative from the City and the bidder will inspect any burned structure and determine, upon mutual agreement, the percentage and actual size of the structure that remains.

All bids submitted must be accompanied by \$5,000.00 in the form of a cashier's check, certified check or acceptable bid bond (no cash or personal checks) in the name of the bidder and made payable to the City of Birmingham.

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INVITATION TO BID *Continued*

BIDDER REQUIREMENTS Continued

Failure to provide this bid bond with the bid **will render the bid non-responsive**, and it will receive no further award consideration. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award.

Should successful bidder fail to accept the award, the bid bond or check shall be forfeited.

INSURANCE

For the duration of this contract and for limits not less than stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than \$1,000,000.00 total with a maximum of \$300,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; and (iii) Workman's compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (22-58) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Waiver of Subrogation: Contractor shall require the carries of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

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ITB: 22-58**

INVITATION TO BID *Continued*

INSURANCE Continued

Bidders should be aware that if awarded a bid for city wide demolition, their bid price should take into account the fact that they will receive approximately ten (10) – twenty (20) houses at the same time to demolish. Bidder shall not initiate any demolition work without a purchase order, a written notice to proceed and a permit. The bidder will have 30 working days or 2.5 working days per house, whichever is greater, from notice to proceed (**start date**) to completely demolish the 10 – 20 houses. Additional groups of house will be provided to contractors upon successful completion of all previously awarded houses, subject to the availability of funds to continue the demolition program. The City makes no guarantee as to the number of houses to be demolished under this contract or the consistency of demolition work provided to the contractors by the City.

Bidders will be required to provide evidence that the sewer was plugged/capped and obtain Demolition permits from Planning, Engineering & Permits Department within twenty (20) days of receipt of purchase order. Failure to comply will result in forfeiture of Performance Bond and contract will be re-awarded.

Any houses that have not been demolished and a repair permit has been issued for its repair prior to work being started by the demolition bidder will be cause for the purchase order or any item(s) on a purchase order to be cancelled and made null and void and the City will not pay for the demolition. The City reserves the right to cancel purchase order(s) or remove any structure(s) from a purchase order at any time for any reason. Any questions concerning the location of houses should be directed to the Demolition Section of Planning, Engineering & Permits.

TIME IS OF THE ESSENCE: Successful bidders shall have 30 working days or 2.5 working days/house, whichever is greater, from notice to proceed (**start date**) to completely demolish the houses covered in the given notice to proceed. **Failure to comply with the completion time as stated in the Notice to Proceed (start date) will result in assessment of late charges at the rate of \$200.00 for each working day over the 30 working days or 2.5 working days/house, plus any granted extension, for a maximum of 10 working days. This amount shall be subtracted from any amount due the contractor by the City for completion of the job.** Failure to complete any contract work within 40 working days or 2.5 working days/house plus 10 days, plus any granted extension(s), from notice to proceed (**start date**) will result in termination of contract, forfeiture of the performance bond and the bidder will be declared a non-responsible bidder and will not be given consideration to receive any future bid awards for a period of twelve (12) months.

Three (3) failures during any 12 month continuous time frame by a bidder to complete awarded groups within the 30 working days or 2.5 working days/house, plus any granted extension time frame will force the City to terminate the contract and determine the bidder to be a non-responsible bidder, and that bidder will not have future bids considered for a period of twelve (12) months. Any non-responsibility determination will cause the bidder's award to be terminated the city wide bid awarded to the next low bidder, or a new Invitation to Bid will be issued for the affected city wide bid. **No payment will be made for partially completed demolition of houses covered under this contract award.**

Time extensions will not be given except in extreme situations (i.e. significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. In the event the bidder feels he/she has an extreme situation, the bidder must contact the Purchasing Division of the Department of Finance in writing prior to the scheduled completion date providing a justification for an extension and number of days requested. If after review it is determined the delay is justified as an extreme situation, then a revised completion date will be determined and established by written notification. Unless an extension has been granted in writing by the Purchasing Division, the work will be expected to be completed by the original completion date.

After all houses in a group have been completed, including disposal of all structural materials, man-made debris and junk, basements filled, lot leveled to grade, compacted / tracked with equipment, seeded and covered with hay, the bidder shall call the Demolition Section for final Demolition Lot Clean Up inspection.

**CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2878/FAX: (205) 254-2484**

**MELINDA CUNNINGHAM, SENIOR BUYER
CARMEN JONES, MAML, PURCHASING AGENT**

**MARCH 8, 2022
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INVITATION TO BID *Continued*

TIME IS OF THE ESSENCE: Continued

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of bidder's goods and/or services. By acceptance of the City's purchase order(s), the successful bidder agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

NOTE: Do not contact the inspectors for final Demolition Lot Clean Up inspection until all clearing, hauling, leveling of lot to grade, compacted / tracked with equipment, seeded and covered with hay has been completed.

Bidder must have a purchase order from the City of Birmingham stating the specific address for each structure to be demolished before starting any work under this contract. Any work started by the bidder prior to receipt of a purchase order is at the bidder's own risk and expense. The City will not pay for any work unless a purchase order was issued before the work was initiated.

The purchase of the services covered in this Invitation to Bid shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

Should the contract be terminated for any reason, City reserves the right to re-award the city wide bid to the next low available bidder or to one or more of the remaining contractors for the duration of the contract term at their original bid price or unit price bid, whichever is lower.

It is the City's intent to award city wide to multiple contractors.

Indemnification: Bidder(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Bidder, hereafter a Bidder Representative") that arises out of, relates to, results from, or is attributed to any of the following: (a) the performance or failure of a Bidder Representative to perform its obligations hereunder; (b) any conditions in or about the work sites that the Bidder or any Bidder Representative may encounter; or (c) the use or occupancy of the work sites by Bidder or any Bidder Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnatee(s); provided nothing herein shall obligate Bidder to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

SAFETY: The successful bidder ("Bidder") warrants that it has inspected, or will inspect, the work sites before performing the services and work contemplated hereunder ("services"). Bidder(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Bidder(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Bidder(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Bidder(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Bidder(s) further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

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INVITATION TO BID *Continued*

SAFETY Continued: After all houses in a group have been completed, including disposal of all structural materials, man-made debris and junk, basements filled, lot leveled and lot seeded and covered with hay, the bidder shall call the Demolition Section for final inspection.

NOTE: Do not contact the inspectors for final inspection until all clearing, hauling, leveling of lot and seeding covered with hay has been completed. Only Condemnation Inspectors of Planning, Engineering & Permits are authorized to inspect the cleared lots. **No payment will be made to the bidder until all the lots are cleared, debris hauled away, lot leveled and seeded and covered with hay in accordance with the requirements set out herein, and after the applicable inspector's approval.** Turn each completed group in for payment as soon as finished with appropriate weigh tickets. This will expedite the final inspection process. All inspections will be made on a first come, first serve basis.

BIDDERS ARE NOT ALLOWED TO PLACE CLEARED MATERIAL, MAN-MADE DEBRIS OR JUNK OUT FOR THE PUBLIC WORKS DEPARTMENT TO PICK UP. Bidders are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided along with contractor's invoice for payment.

Any bidder determined to be dumping or disposing of debris in an illegal manner from any demolition or construction site or maintaining any unauthorized solid waste landfill or dump in violation of federal or state law, Alabama Department of Environmental Management Regulations or City of Birmingham Ordinances will be declared a non-responsible and forfeit all rights to any existing city contracts and will not be considered for future awards for thirty-six (36) months from the date of determination.

PROTECTION DAMAGE

Contractor will be responsible for any damage to property of the City or others caused by him, his employees or subcontractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractors will comply with all safety laws and regulations in effect in the locality.

INSTALLATION/QUALITY ASSURANCE

Use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in these specifications.

CLEANING AND SAFETY

Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described throughout this document. At no time shall construction interfere with daily work within the building or cause a safety or code violation around public and private entrances.

All precautions shall be taken to promote the safety of the public and employees. The successful bidder must have verifiable, active, safety policies. Contractor is responsible for all damage to existing City or public property, including but not limited to the building, grounds, and equipment, caused by him, his employees, or sub-contractors, and will replace and make good such damage. Contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractor will comply with all safety laws and regulations in effect in the locality.

PROGRESS CLEANING

Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic and providing the required protection of materials. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction. As necessary, completely remove all scrap, debris and waste material from job site. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology. All areas must be cleaned of dust and debris after each day's work.

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INVITATION TO BID *Continued*

PRICES

Include transportation (including fuel surcharge, if applicable). all labor, materials, equipment, overhead and profit to complete projects as specified. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. All such costs are to be included in the price bid for each project. City will not pay any additional items of cost listed separately.

CONTRACT ADDITIONS

If mutually agreed upon within twelve (12) months from bid opening date, this bid may be used as the basis for additional services of same type and scope as requested herein

TAX

The City of Birmingham is exempt from all tax. This exemption does not extend to the successful bidder. The successful bidder shall be responsible for payment of all of its applicable Business License taxes, Sales, Use, Lease, Occupational, Income, Ad Valorem and any other tax that may be levied or assessed by reason of this transaction.

PRE-PAYMENTS

No prepayments of any kind will be made prior to awarded project completion.

PAYMENT TERMS

The City's standard payment terms are net 30 days from acceptance. Exceptions may be allowed for discounted early payments, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

REDUCTION IN COST

Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful bidder.

INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

- 1.) Purchase Order Number
- 2.) Ship to Department Name and Address
- 3.) In order to ensure prompt payment, **ALL ORIGINAL INVOICES* MUST BE SENT TO:**

City of Birmingham
Department of Planning, Engineering & Permits
710 North 20th Street
Room 220
Birmingham, AL 35203

If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment.
Invoices that do not reference an authorized Purchase Order will be returned to the bidder.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

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INVITATION TO BID *Continued*

THIRD-PARTY "REMIT-TO"

If Bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. The City of Birmingham will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the Bidder change payment processing companies after a payment has been mailed or without forty-five (45) days written notification to the Purchasing and Accounting division of The City of Birmingham.

AWARD

The City shall award this contract to the lowest responsible and responsive bidder who best meets the terms and conditions of this bid. The City will award based on what is in the best interest of the City in compliance with law.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a-1 of the Alabama Code. The bid will be opened but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

NEGOTIATIONS

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

TERMINATION OF CONTRACT

This contract may be terminated by the City with a thirty (30) day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the City shall have the right to immediately terminate the contract and withhold further payments. Should termination occur, the holder of the contract may be declared a "non-responsible bidder" This declaration may result in the rejection of any future bids submitted by the bidder for a period of time to be determined by the City. Such termination shall not relieve the contractor of any liability to the City for damages sustained by virtue of a breach by the contractor.

CANCELLATION

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Failure to deliver as specified and in accordance with the bid submitted will constitute sufficient grounds for cancellation.

NON-RESPONSIVE BIDDER

Three (3) failures by a vendor in a twelve (12) month period to complete awarded projects within the stated completion time frame will force the City to determine the vendor to be a non-responsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months. Contractors/Subcontractors on the U.S. Department of Housing and Urban Development's List of Debarred Contractors will not be considered eligible for consideration of award for any contract.

LOCAL PREFERENCE

For purposes of this bid, the City's local preference zone shall be the area within the city limits of the City of Birmingham. The City may award the contract to a resident, responsible bidder located within the local preference zone, a woman-owned enterprise, an enterprise of small business, a minority-owned business enterprise, a veteran-owned business enterprise, or a disadvantaged-owned business enterprise, as authorized by Section 41-16-50, Code of Alabama, 1975.

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**MARCH 8, 2022
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INVITATION TO BID *Continued*

PURCHASE ORDERS

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of bidder's goods and/or services. By acceptance of the City's purchase order(s), the successful bidder agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

NON-COLLUSION

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

NON-DISCRIMINATION POLICY

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, sex, gender identity, sexual orientation, disability, familial status, or national origin in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations which may result in its termination or such other remedy as the City deems appropriate.

During the performance of this contract the contractor (Consultant/Vendor) agrees as follows:

(a) Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further municipal contracts.

HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Vendor acknowledges that the City, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women-owned and disadvantaged business enterprises to the maximum extent possible seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Business Enterprises (HUBE's) which includes architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs. Vendor agrees to comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Vendor to complete the Work.

OFFSET FOR OVERDUE FEES, TAXES, ETC.

Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Vendor acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Vendor under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Vendor.

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INVITATION TO BID *Continued*

IMMIGRATION LAW COMPLIANCE

(a) Vendor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"). (b) Vendor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Vendor is enrolled in the E-Verify program. During the performance of this Agreement, Vendor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) Vendor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with such subcontractors providing work for Vendor on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Vendor represents and warrants that Vendor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Vendor knows is not in compliance with the Act. (d) By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

LAWS AND REGULATIONS

By submitting a response to this bid, the Bidder acknowledges that the City requires all bidders and contractors doing business with the City to comply with all applicable federal, state and local laws, including those which prohibit discrimination against any person on the basis of race, age, color, religion, sex, ancestry, disability, or national origin.

CONFLICT OF INTEREST

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.

CONFIDENTIALITY

Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

GOVERNING LAW/DISPUTE RESOLUTION

Contract award to purchase the service covered in this Bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

PROHIBITION AGAINST BOYCOTTING

By signing this contract the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

GENERAL

The City of Birmingham expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid and to make the award or awards as the best interest of The City of Birmingham appears.

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INVITATION TO BID *Continued*

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service purpose for which the maintenance/services contract included in this bid is to be purchase, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Birmingham and its Agent.

Melinda A. Cunningham

Senior Buyer

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BID FORM

In order for any bid award to be considered a certified check, cashier's check, money order or acceptable bid bond in the name of the bidder made payable to the City of Birmingham in the amount of \$5,000.00 must accompany the bid. No cash or personal/company checks will be considered acceptable. BIDS SUBMITTED WITHOUT ONE WILL NOT BE ACCEPTED.

Submitted below is my firm bid for annual contract demolition and clearing the premises of debris, for the City of Birmingham, in accordance with the invitation to bid and specifications dated MARCH 8, 2022. I understand that my company's address as I have furnished on this bid form, is the address that will be used by the City for any and all correspondence with me unless and until the City is notified in writing of a change. Prices quoted are f.o.b. Birmingham, AL delivered and I am bidding in accordance with specifications except as listed below.

LINE NO.	DESCRIPTION	PRICE
1	CITY WIDE DEMOLITION	\$ / SQ. FT.

I will use _____ (ADEM CERTIFIED LANDFILL)
for disposal of all debris generated by the performance of this contract.

Bidder/Offeror must state or certify the following regarding illegal disposal of solid waste in The State of Alabama:

- A.) ☐ Have ☐ Have Not any Judgement(s);
- B.) ☐ Have ☐ Have Not any Consent Order(s) ;
- C.) ☐ Have ☐ Have Not any Pending Enforcement Action(s);
- D.) ☐ Have ☐ Have Not any Litigation.

Should you have any action(s), documentation must be submitted with your bid response providing information on each action(s).
The City of Birmingham reserves the right to verify provided certification with appropriate State agencies.

NAME OF YOUR COMPANY _____

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SIGNATURE PAGE

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

Bidder acknowledges receipt of _____ addenda
(Addenda numbers)

This page must be returned with bid.

DUNS # _____

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Cell Phone

IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS** _____
2. **PURCHASE ORDER ADDRESS** _____
3. **REMITTANCE ADDRESS (and name if different than above)** _____

**CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2878/FAX: (205) 254-2484**

**MELINDA CUNNINGHAM, SENIOR BUYER
CARMEN JONES, MAML, PURCHASING AGENT**

**MARCH 8, 2022
ITB: 22-58**

DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- a) ☐ Are ☐ Are Not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) ☐ Have ☐ Have Not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) ☐ Are ☐ Are Not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- d) ☐ Have ☐ Have Not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their nine digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *The City of Birmingham does not provide DUNS numbers.*

Vendor Authorized Signature

Date

Typed or Printed Name

Bid No.

DUNS Number

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NOTARIZED AFFIDAVIT AND WARRANTY:

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding demolition services, and everything contained herein is warranted by the bidder to be true.

DATE

NAME OF COMPANY

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

NOTARY PUBLIC

MY COMMISSION EXPIRES